

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE FORT MOJAVE INDIAN TRIBE

THIS AGREEMENT is entered into 20 AUGUST, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State"), and the  
FORT MOJAVE INDIAN TRIBE, acting by and through its TRIBAL  
COUNCIL (the "FMIT").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-401 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The FMIT is empowered by Tribal Council Resolution to  
enter into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the FMIT.

3. Incident to a highway widening and improvement project  
on SR-95 from Courtwright to Central contemplated by the State,  
the parties hereto desire to design, construct, operate and  
maintain new warranted traffic signals at the intersections of  
SR-95 at Courtwright Road (MP 227.3) and Willow Drive (MP 230.3),  
at an estimated total cost of \$200,000.00, hereinafter referred  
to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. 23497  
Filed with the Secretary of State  
Date Filed: 08/20/99

Betty Gayles  
Secretary of State  
B Vicky D. Graenewold

II. SCOPE OF WORK

## 1. The State will:

a. Provide to State standards design studies, plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve FMIT review comments.

b. Call for bids, and with the concurrence of the FMIT, award one or more construction contracts for the Project. Administer same, and confer with the FMIT on any Project contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for 50 percent of the cost of the signals at Courtwright Road and Willow Drive. The total amount of the State's share is currently estimated at \$100,000.00.

d. Upon completion and acceptance of the Project, provide maintenance.

e. Deduct from the amount to be paid to the FMIT for right-of-way to be obtained from the FMIT incidental to the highway widening and improvement project, the amount of 25 percent of the costs of the Courtwright and Willow signals, in an amount currently estimated at \$50,000.00.

f. Relocate all utilities associated with the county road widening improvements.

## 2. The FMIT will:

a. Review the design documents and provide comments.

b. Confer with the State on any Project related construction contract modifications, and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the FMIT.

c. Credit the State in an amount equivalent to the cost of 25 percent of the Project signals at Courtwright and Willow towards right-of-way owned by the FMIT to be acquired by the State for the highway widening and improvement project. The total amount of the FMIT share of the signals is estimated to be \$50,000.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal and intersection lighting at Courtwright Road and be responsible for the cost of same.

e. Provide right of way to the county for county road widening improvements at Courtwright and Willow due to signal installation.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the start of the construction of the Project, upon thirty (30) days written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws of the State, Federal and Tribal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State, Federal and Tribal government, and acceptable to the State and the Tribe. Such process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

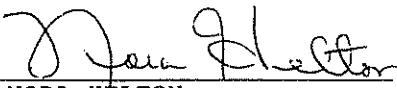
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Fort Mojave Indian Tribe  
Chairman  
500 Merriman Avenue  
Needles, CA 92363

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of their state to enter into this agreement and that the agreement is in proper form.


FORT MOJAVE INDIAN TRIBE

STATE OF ARIZONA  
Department of Transportation

By   
NORA HELTON  
Chairpersoon

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

ATTEST

By 

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APPROVAL OF  
THE FORT MOHAVE INDIAN TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the FORT MOHAVE INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 22 day of July, 1999.



Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0699TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 13, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/83102

Enc.